



# Meade County RECC

P.O. Box 489  
Brandenburg, KY 40108-0489  
(270) 422-2162  
Fax: (270) 422-4705

March 30, 2003

Ms. Betsy Blackford  
Assistant Attorney General  
Office for Rate Intervention  
1024 Capital Center Dr., Suite 200  
Frankfort, KY 40601-8204

RECEIVED

APR 07 2003

PUBLIC SERVICE  
COMMISSION

RE: Rate Case No. 2002-00391

Enclosed are all copies of Meade County Rural Electric Cooperative Corporation's "Joint Settlement Recommendation" in case number 2002-00391 to be signed by you and then forwarded to the Kentucky Public Service Commission. Also, please send us one signed copy in return.

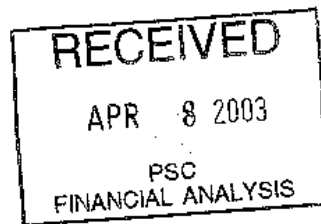
As stated in Paragraph 1, Page 2, please make note that we are requesting this rate increase be effective for bills due after August 1, 2003.

If you should have any questions, please contact the office.

Very truly yours,

Burns E. Mercer  
President / CEO

kb



**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the matter of adjustment of rates of Meade	)	Case No.
County Rural Electric Cooperative Corporation	)	2002-00391

**JOINT SETTLEMENT RECOMMENDATION**

It is the intent and purpose of the parties to this proceeding, namely Meade County Rural Electric Cooperative Corporation ("Meade Co."); and the Attorney General of the Commonwealth of Kentucky; to express their agreement on a mutually satisfactory resolution of all of the issues in the instant proceeding.

It is understood by all parties hereto that this Recommendation is not binding upon the Public Service Commission ("Commission"), nor does it represent agreement on any specific theory supporting the appropriateness of any recommended adjustments to Meade Co.'s rates. The parties have expended considerable efforts to reach the agreements that form the basis of this Recommendation. The parties, representing diverse interests and divergent viewpoints, agree that this Recommendation, viewed in its entirety, constitutes a reasonable resolution of all issues in this proceeding.

In addition, the adoption of this Recommendation will eliminate the need for the Commission and the parties to expend significant resources in litigation of this proceeding, and eliminate the possibility of, and any need for, rehearing or appeals of the Commission's final order herein. Based upon the parties' participation in settlement conferences and the materials on file with

the Commission, and upon the belief that these materials adequately support this Recommendation, the parties hereby recommend the following:

1. Meade Co. should be permitted to adjust its rates in order to permit it to recover more in annual revenue than it is recovering under its current rates, with such rates to be effective for bills due after August 1, 2003. The pro-forma tariff sheets attached hereto as Attachment A are recommended as reflecting the new rates to be effective as of the aforementioned date. These pro-forma tariff sheets further reflect rates that are designed to allow Meade Co. to recover the increased revenue from its various classes of customers, in the manner agreed to by the parties to this Recommendation.

2. Meade Co.'s proposed tariff revisions should be adopted as are reflected in the proposed tariff sheets attached to this Recommendation as Attachment A.

3. Attached to this Recommendation as Attachment B are proof-of-revenue sheets, showing that the rates set forth in Attachment A will generate the proposed revenue increase to which the parties have agreed in Paragraph number 1 hereof.

4. Meade Co. and the Attorney General also agree as a part of these proceedings to cancel the previous settlement agreement reached in case no. 93-033, in particular as it relates to payment of Capital Credits to members.

5. Each party hereto waives all cross-examination of the witnesses of the other parties hereto unless the Commission disapproves this Recommendation, and each party further stipulates and recommends that the Notice of Intent, Notice, Application, testimony, pleadings and responses to data requests filed in this proceeding be admitted into the record.

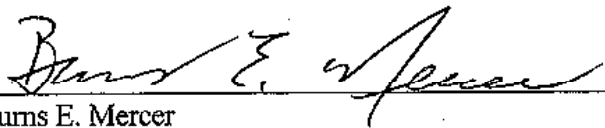
6. This Recommendation is submitted for purposes of this case only and is not deemed binding upon the parties hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving Meade Co. or any other utility.

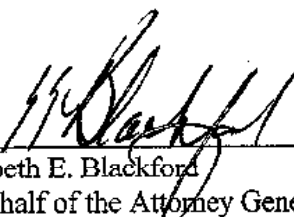
7. If the Commission issues an order adopting this Recommendation in its entirety, each of the parties hereto agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin County Circuit Court with respect to such order.

8. If this Recommendation is not adopted in its entirety, each party reserves the right to withdraw from it and require that hearings go forward upon any or all matters involved herein, and that in such event the terms of this Recommendation shall not be deemed binding upon the parties hereto, nor shall such Recommendation be admitted into evidence, or referred to, or relied upon in any manner by any party hereto, the Commission, or its Staff in any such hearing.

9. The parties hereto agree that the foregoing Recommendation is reasonable and in the best interests of all concerned, and urge the Commission to adopt the Recommendation in its entirety.

AGREED, this 30 day of March, 2003.

  
Burns E. Mercer  
On behalf of Meade County Rural Electric Cooperative Corporation

  
Elizabeth E. Blackford  
On behalf of the Attorney General of the Commonwealth of Kentucky

# **ATTACHMENT A**

## **TARIFFS**

# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 34

Sheet No. 1

(Original)

(Revised)

Cancelling P.S.C. No. 33

Sheet No. 1

(Original)

(Revised)

Schedule 1 CLASSIFICATION OF SERVICE	
Residential, Farm and Non-Farm, Schools & Churches	RATE PER UNIT
<p><u>Applicable:</u> Entire Territory Served.</p> <p><u>Availability of Service:</u> Available to customers of the Cooperative located on its lines for service including lighting, incidental appliances, refrigeration, cooking, home heating and power for motors up to and including seven and one-half horsepower (7 1/2 H.P.); All subject to the rules and regulations of the Cooperative covering this service.</p> <p><u>Character of Service:</u> Single phase, 60 hertz, at Seller's standard voltages.</p> <p><u>Rates: Monthly</u> Customer charge - No KWH usage I \$8.00</p> <p>Energy charge per KWH .05618/KWH</p> <p>State, Federal and local tax will be added to above rate where applicable.</p> <p><u>Minimum Monthly Charge:</u> In no case shall the monthly minimum bill be less than \$9.18 per month.</p> <p><u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charge.</p> <p><u>Environmental Surcharge:</u> See Schedule 11 for applicable charge.</p> <p><u>Wholesale Power Cost Adjustment</u> See Schedule 14 for applicable charge.</p> <p><u>Terms of Payment:</u> The above rates are net, the gross rates being ten percent (10%) higher. In the event the current monthly bill is not paid within ten (10) days from the due date, the gross rates shall apply.</p>	

DATE OF ISSUE December 23, 2002

Month

Day

Year

DATE EFFECTIVE August 1, 2003

Month

Day

Year

ISSUED BY

President/CEO

P. O. Box 489, Brandenburg, KY 40108

Name of Officer

Title

Address

ISSUED BY AUTHORITY OF P.S.C.

Order No. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 29

(Original) Sheet No. 4

(Revised)

Canceling P.S.C. No. 28

(Original) Sheet No. 4

(Revised)

Schedule 1 - continued		CLASSIFICATION OF SERVICE		RATE PER UNIT
Residential, Farm and Non-Farm, Schools & Churches				
Addendum -- Underground Service				
The Cooperative will install underground distribution lines to an applicant under the following conditions:				
1. Applicant shall be required to pay to the Cooperative an amount equal to an "estimated average cost differential" if any, between the average or representative cost of underground distribution service and of equivalent overhead distribution service within the utility service areas.				
2. The Cooperative will construct underground distribution facilities to the service adequate to render single phase 120/240 volt service.				
3. Three-phase primary mains or feeders required for a service to supply local distribution or to serve individual three-phase loads may be overhead unless underground is required by governmental authorities or chosen by applicant, in either of which case the differential cost of underground shall be borne by the applicant. See Exhibit A.				
4. Applicant shall grant a right-of-way satisfactory to the Cooperative for the installation, operation and maintenance of its underground facilities.				
5. Service line to house shall be installed and ready for inspection at the same time as the residence. Trench is to be left open until inspection has been made.				
6. The applicant shall have the choice of performing all necessary trenching and backfilling in accordance with the Cooperative's specifications or shall pay for such service using the following rates:				
		<u>Secondary Ditch</u>	<u>Primary Ditch</u>	
Opening and closing ditch	Proposed	\$4.80 per foot	\$6.60 per foot	I
An additional moving fee of \$360.00 shall be charged. N				

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**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

Community, Town or City

P.S.C. No. 29

(Original) Sheet No. 5

(Revised)

Canceling P.S.C. No. 28

(Original) Sheet No. 5

(Revised)

Schedule 1 - continued		CLASSIFICATION OF SERVICE																	
Residential, Farm and Non-Farm, Schools & Churches		RATE PER UNIT																	
<p>7. The estimated cost differential <u>per foot</u> of conductor is for normal soil conditions and does not include rock removal or road crossing costs. The applicant shall have the choice of performing the necessary rock removal and road crossing or shall pay for such services using the following rates:</p> <table> <tr> <td></td><td align="center"><u>Rock Removal</u></td><td align="center"><u>Road Crossing</u></td><td></td></tr> <tr> <td>Three phase primary</td><td align="center">\$173.00 per foot</td><td align="center">\$48.00 per foot</td><td align="center">I</td></tr> <tr> <td>Single phase primary</td><td align="center">\$173.00 per foot</td><td align="center">\$46.50 per foot</td><td align="center">I</td></tr> <tr> <td>Service or secondary</td><td align="center">\$108.00 per foot</td><td align="center">\$46.50 per foot</td><td align="center">I</td></tr> </table> <p>An additional moving fee of \$360.00 shall be charged. N</p>			<u>Rock Removal</u>	<u>Road Crossing</u>		Three phase primary	\$173.00 per foot	\$48.00 per foot	I	Single phase primary	\$173.00 per foot	\$46.50 per foot	I	Service or secondary	\$108.00 per foot	\$46.50 per foot	I		
	<u>Rock Removal</u>	<u>Road Crossing</u>																	
Three phase primary	\$173.00 per foot	\$48.00 per foot	I																
Single phase primary	\$173.00 per foot	\$46.50 per foot	I																
Service or secondary	\$108.00 per foot	\$46.50 per foot	I																
<p>8. The estimated cost differential per foot of conductor is filed herewith as Exhibit "A".</p>																			

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Order No. 2002-391 dated 12-23-2002



**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 6

(Original)  
(Revised)

Canceling P.S.C. No. 28

Sheet No. 6

(Original)  
(Revised)

Schedule 1 - continued		CLASSIFICATION OF SERVICE		RATE PER UNIT
Residential, Farm and Non-Farm, Schools & Churches				
EXHIBIT A				
AVERAGE UNDERGROUND COST DIFFERENTIAL				
	Three Phase	Single Phase		
Average cost per foot of underground service	\$23.53	\$14.71		I
Average cost per foot of overhead service	\$ 7.51	\$ 4.30		I
Average cost differential per foot of service	\$16.02	\$10.41		I
Note: Above estimated cost for underground does not include the cost of trenching, backfilling, rock removal or road crossing costs.				

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**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR	Entire Territory served
	Community, Town or City
	P.S.C. No. 34
(Original)	Sheet No. 7
(Revised)	
Canceling	P.S.C. No. 33
(Original)	Sheet No. 7
(Revised)	

Schedule 2 CLASSIFICATION OF SERVICE	
Commercial Rate	RATE PER UNIT
<u>Applicable:</u> Entire Territory Served.	
<u>Availability of Service:</u> Available to commercial customers of the Cooperative located on its lines for service including lighting, incidental appliances, refrigeration, cooking, heating and power for motors up to and including seven and one-half horsepower (7 1/2 H.P.). Written permission must be obtained from the Cooperative for motors rated above seven and one-half horsepower (7 1/2 H.P.); all subject to the rules and regulations of the Cooperative covering this service.	
<u>Character of Service:</u> Single phase, 60 hertz, at Seller's standard voltages.	
<u>Rates: Monthly</u>	
Customer charge - No KWH usage	\$9.63
Energy charge per KWH	0.06250
State, Federal and local tax will be added to above rate where applicable.	
<u>Minimum Monthly Charge:</u> In no case shall the monthly minimum bill be less than \$9.63 per month.	
<u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charge.	
<u>Environmental Surcharge:</u> See Schedule 11 for applicable charge.	
<u>Wholesale Power Cost Adjustment</u> See Schedule 14 for applicable charge.	
<u>Terms of Payment:</u> The above rates are net, the gross rates being ten percent (10%) higher. In the event the current monthly bill is not paid within ten (10) days from the due date, the gross rates shall apply.	

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ISSUED BY AUTHORITY OF P.S.C.

Order No. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

Community, Town or City

P.S.C. No. 1

(Original) Sheet No. 9

(Revised)

Cancelling P.S.C. No. \_\_\_\_\_

(Original) Sheet No. \_\_\_\_\_

(Revised)

Schedule 3		CLASSIFICATION OF SERVICE	
Three Phase Power Service, 0 KVA - 999 KVA			RATE PER UNIT
<u>Applicable:</u> Entire Territory Served.			
<u>Availability of Service:</u> Available to consumers located on or near Seller's three-phase lines for all types of usage, subject to the established rules and regulations of Seller.			
<u>Type of Service:</u> Three-phase, 60 hertz, at Seller's standard voltages.			
<u>Rates: Monthly</u>			
Customer charge – No Kwh usage	I		\$34.70
Energy charge – per Kwh	R		\$0.03648
Demand charge – per KW of billing demand per month	I		\$8.12/KW
State, Federal and local tax will be added to above rate where applicable.			
<u>Determination of Billing Demand:</u> The billing demand shall be the maximum kilowatt demand established by the consumer for any period (fifteen consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:			
<u>Power Factor Adjustment:</u> The consumer shall at all times take and use power in such manner that its average power factor shall be as near one hundred percent (100%) as is consistent with good engineering practice, but in no case shall the power factor be lower than ninety percent (90%) lagging. The Distributor reserves the right to measure the power factor at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than ninety percent (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety percent (90%) and divided by the percent			

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Order No. 2002-391 Dated December 23, 2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served  
Community, Town or City

P.S.C. No. 1  
Sheet No. 10

Canceling P.S.C. No. \_\_\_\_\_

(Original) Sheet No. \_\_\_\_\_  
(Revised) \_\_\_\_\_

**Schedule 3 - continued**

**CLASSIFICATION OF SERVICE**

**Three Phase Power Service, 0 KVA - 999 KVA**

**RATE PER  
UNIT**

power factor. When the power factor is found to be lower than ninety percent (90%), the consumer will be required to correct its power factor to ninety percent (90%) at the consumer's expense. The demand shall be defined as ninety percent (90%) of the highest average kilovolt-amperes measured during any fifteen consecutive-minute period of the month.

**Fuel Cost Adjustment:**

See Schedule 10 for applicable charge.

**Environmental Surcharge:**

See Schedule 11 for applicable charge.

**Wholesale Power Cost Adjustment**

See Schedule 14 for applicable charge.

**Minimum Monthly Charges:**

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The monthly charge specified in this schedule.
2. The minimum monthly charge specified in the contract for service .

**Minimum Annual Charge for Seasonal Services:**

Consumers requiring service only during certain seasons not exceeding nine months per year may guarantee a minimum annual payment of twelve times the minimum monthly charge determined in accordance with the foregoing section in which case there shall be no minimum monthly charge.

**Due Date of Bill:**

Payment of consumers monthly bill will be due within ten (10) days from due date of bill.

**Delayed Payment Charge:**

The above rates are net, the gross rates being five percent (5%) higher on the first \$25.00 and two percent (2%) on the remainder of the bill. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.

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**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served  
 \_\_\_\_\_ Community, Town or City  
 \_\_\_\_\_ P.S.C. No. 1  
 \_\_\_\_\_ (Original) Sheet No. 11  
 \_\_\_\_\_ (Revised)  
 \_\_\_\_\_ Cancelling P.S.C. No. \_\_\_\_\_  
 \_\_\_\_\_ (Original) Sheet No. \_\_\_\_\_  
 \_\_\_\_\_ (Revised)

Schedule 3 - continued		CLASSIFICATION OF SERVICE	RATE PER UNIT
Three Phase Power Service, 0 KVA - 999 KVA			
<u>Metering:</u> Necessary metering equipment will be furnished and maintained by the Cooperative, which shall have the option of metering service supplied hereunder at either primary or secondary voltage.			
<u>Special Rules and Conditions:</u> 1. Motors having a rated capacity in excess of seven and one-half horsepower (7 1/2 H.P.) must be three-phase unless written permission has been obtained from the Seller. 2. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer. 3. Service hereunder will be furnished at one location. If the consumer desires to purchase energy from the Cooperative at two or more locations, each such location shall be metered and billed separately from the other under the above rates. 4. When lighting is installed under the above rate, the lighting load shall not exceed ten percent (10%) of the maximum power load. All equipment necessary to provide lighting shall be installed, owned and maintained by the consumer. 5. All motors in excess of ten horsepower (10 H.P.) rating shall have reduced voltage starters.			

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**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

Community, Town or City

P.S.C. No. 34

(Original) Sheet No. 15

(Revised)

Canceling P.S.C. No. 33

(Original) Sheet No. 15

(Revised)

Schedule 5 CLASSIFICATION OF SERVICE									
Outdoor Lighting Service - Individual Consumers	RATE PER UNIT								
<p><u>Applicable:</u> Entire Territory Served.</p> <p><u>Availability of Service:</u> Available to consumers who abide by the rules, regulations and bylaws of the Cooperative and will sign a contract agreement for service in accordance with the special terms and conditions set forth herein.</p> <p><u>Character of Service:</u> This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots, and other outdoor areas. Cooperative will provide, own, and maintain the lighting equipment, as hereinafter described and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year. Units installed shall be security light type or units as specified herein.</p> <p><u>Rates:</u></p> <table> <tr> <td>175 Watt unmetered, per month</td><td>\$ 6.73 I</td></tr> <tr> <td>175 Watt metered, per month</td><td>3.25 I</td></tr> <tr> <td>400 Watt unmetered, per month</td><td>\$9.56 I</td></tr> <tr> <td>400 Watt metered, per month</td><td>3.25 I</td></tr> </table> <p>State, Federal and local tax will be added to above rate where applicable.</p> <p><u>Terms of Payment:</u> Accounts not paid when due may incur a delinquent charge for collection, and a disconnect and reconnect fee.</p> <p><u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charges.</p> <p><u>Environment Surcharge:</u> See Schedule 11 for applicable charges.</p> <p><u>Wholesale Power Cost Adjustment</u> See Schedule 14 for applicable charges.</p>	175 Watt unmetered, per month	\$ 6.73 I	175 Watt metered, per month	3.25 I	400 Watt unmetered, per month	\$9.56 I	400 Watt metered, per month	3.25 I	
175 Watt unmetered, per month	\$ 6.73 I								
175 Watt metered, per month	3.25 I								
400 Watt unmetered, per month	\$9.56 I								
400 Watt metered, per month	3.25 I								

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**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

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P.S.C. No. 34

(Original) Sheet No. 18

(Revised)

Canceling P.S.C. No. 33

(Original) Sheet No. 18

(Revised)

**Schedule 6**

**CLASSIFICATION OF SERVICE**

**Street Lighting - Community, Municipalities, Towns**

**RATE PER  
UNIT**

Applicable:

Entire Territory Served.

Availability of Service:

To any customer who can be served in accordance with the special terms and conditions set forth herein and who is willing to contract for service in accordance with such special terms and conditions; subject to the established rules, regulations and by-laws of the Cooperative.

Character of Service:

This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots, and other outdoor areas. Cooperative will provide, own, and maintain the lighting equipment, as hereinafter described and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year. Units installed shall be security light type or units as specified herein. Service to alternating current either series or multiple system, or in combination at option of Distributor.

Rates:

175 Watt, per month | \$5.91

400 Watt, per month | \$8.81

State, Federal and local tax will be added to above rate where applicable.

Terms of Payment:

Accounts not paid when due may incur a delinquent charge for collection, and a disconnect and reconnect fee.

Fuel Cost Adjustment:

See Schedule 10 for applicable charges.

Environment Surcharge:

See Schedule 11 for applicable charges.

Wholesale Power Cost Adjustment

See Schedule 14 for applicable charges.

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**ISSUED BY**

President/CEO

P. O. Box 489, Brandenburg, KY 40108

Name of Officer

Title

Address

**ISSUED BY AUTHORITY OF P.S.C.**

Order No. 2002-391 dated 12/23/2002

FOR Entire Territory served

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 21

(Original)  
(Revised)

Canceling P.S.C. No. 28

Sheet No. 21

(Original)  
(Revised)

Schedule 7		CLASSIFICATION OF SERVICE	RATE PER UNIT
Cable Television Attachment Tariff			
Applicable:			
In all territory served by the company on poles owned and used by the company for their electric plant.			
Availability of Service:			
To all qualified CATV operators having the right to receive service.			
Rental Charge:			
The yearly rental charges shall be as follows:			
Two-party pole attachment	I		\$4.82
Three-party pole attachment	I		\$4.32
Two-party anchor attachment	R		\$4.59
Three-party anchor attachment	R		\$3.03
Grounding attachment	N		\$0.25
Pedestal attachment	N		\$0.15
Billing:			
Rental charges shall be billed yearly, in advance, based on the number of pole attachments. The rental charges are net, the gross being ten percent (10%) higher. In the event the current bill is not paid within thirty (30) days from the date of the bill, the gross rate shall apply.			
Note: Discount or penalty must apply to all electric consumers, but shall apply to advance billing only if given at least thirty (30) days before the late penalty takes effect.			
Specifications:			
A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code 2002 Edition, and subsequent revisions thereof, except where the lawful			

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President / CEO

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(Revised)

Canceling P.S.C. No. 28  
Sheet No. 22 & 23  
(Original)  
(Revised)

Schedule 7 – continued	CLASSIFICATION OF SERVICE	RATE PER UNIT
Cable Television Attachment Tariff		
Requirements of public authorities may be more stringent, in which case the latter will govern.		
<p>B. The strength of poles covered by the agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.</p> <p><u>Establishing Pole Use:</u></p> <p>A. Before the CATV operator shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install.</p> <p>The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operator to the Cooperative that the cost estimate is approved, the Cooperative shall proceed with necessary changes in pole lines covered by cost estimate. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operator shall, at his own expense, make attachments in such manner as not to interfere with the service of the Cooperative.</p> <p>B. Upon completion of all changes, the CATV operator shall pay to the Cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operator in a form mutually agreed upon.</p> <p>C. Any clearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.</p> <p>D. All poles to which attachments have been made under this tariff shall remain the Property of the Cooperative, and any payments made by the CATV operator for changes in pole Line under this tariff shall not entitle the CATV operator to the ownership of any said poles.</p>		

December 23, 2002

DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE August 1, 2003

ISSUED BY \_\_\_\_\_

ISSUED BY AUTHORITY OF P.S.C. \_\_\_\_\_

ORDER NO. 2002-391 dated 12/23/2002

# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

FOR	Entire territory served	
	Community, Town or City	
	P.S.C. No.	29
(Original)	Sheet No.	23
(Revised)		
Canceling	P.S.C. No.	28
(Original)	Sheet No.	23 & 24
(Revised)		

Schedule 7 – continued	<b>CLASSIFICATION OF SERVICE</b>	
Cable Television Attachment Tariff		<b>RATE PER UNIT</b>
<p>E. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.</p> <p><u>Easements and Rights-of-Way:</u> The Cooperative does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and Rights-of-way.</p> <p><u>Maintenance of Poles, Attachments and Operation:</u> A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.</p> <p>B. Whenever it is necessary to replace or relocate an attachment, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operator shall pay the Cooperative the cost thereof.</p> <p>C. Any existing attachment of CATV which does not conform to the specifications as set Out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenance. Such inspection, made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under the tariff.</p> <p>D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. The Cooperative shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of the cables,</p>		

DATE OF ISSUE	December 23, 2003		
	Month	Day	Year
DATE EFFECTIVE	August 1, 2003		
	Month	Day	Year
ISSUED BY	Name of Officer	President / CEO	P.O. Box 489, Brandenburg, KY 40108
	Title	Address	
ISSUED BY AUTHORITY OF P.S.C.			

ORDER NO. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire territory served

Community, Town or City

P.S.C. No. 29

(Original) Sheet No. 24

(Revised)

Canceling P.S.C. No. 28

(Original) Sheet No. 24 & 25

(Revised)

Schedule 7 – continued

**CLASSIFICATION OF SERVICE**

Cable Television Attachment Tariff

**RATE PER  
UNIT**

wires and appliances of the CATV operator arising in any manner out of the use of the Cooperative's poles hereunder.

The Cooperative shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and except for removal for nonpayment or for failure to post or maintain the required "Performance Bond," agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of the Cooperative.

Inspections:

A. Periodic Inspections: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due, had the installation been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any "make-ready" inspection or "walk-through" inspection required of the Cooperative will be paid for by the CATV operator at a rate equal to the Cooperative's actual expenses, plus appropriate overhead charges.

Insurance or Bond:

A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by the Cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.

B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

December 23, 2002

DATE OF ISSUE

DATE EFFECTIVE

ISSUED BY

ISSUED BY AUTHORITY OF P.S.C.

Month

Day

Year

August 1, 2003

Month

Day

Year

President / CEO P.O. Box 489, Brandenburg, KY 40108

Name of Officer

Title

Address

ORDER NO. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 25

(Original)

(Revised)

Canceling P.S.C. No. 28

Sheet No. 26 & 27

(Original)

(Revised)

Schedule 7 – continued	CLASSIFICATION OF SERVICE		RATE PER UNIT
Cable Television Attachment Tariff			
<p>1. Protection for its employees to the extent required by Workmen's Compensation Law of Kentucky</p> <p>2. Public Liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident of property damage.</p> <p>Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the Cooperative a certificate for such coverage, evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:</p> <p>"The insurance or bond provided herein shall also be for the benefit of Meade County Rural Electric Cooperative Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Meade County Rural Electric Cooperative Corporation."</p> <p><u>Change of Use Provision:</u></p> <p>When the Cooperative subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operations, the CATV operator shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the Cooperative's time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments.</p>			

DATE OF ISSUE	December 23, 2002		
	Month	Day	Year
DATE EFFECTIVE	August 1, 2003		
	Month	Day	Year
ISSUED BY	President / CEO	P.O. Box 489, Brandenburg, KY 40108	
	Name of Officer	Title	Address
ISSUED BY AUTHORITY OF P.S.C.			

ORDER NO. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 26

(Original)

(Revised)

Canceling P.S.C. No. 28

Sheet No. 27 & 28

(Original)

(Revised)

Schedule 7		CLASSIFICATION OF SERVICE		RATE PER UNIT
Cable Television Attachment Tariff				
Abandonment:				
<p>A. If the Cooperative desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative's depreciated cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.</p> <p>B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to the Cooperative and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to the Cooperative the full rental for said pole for the then current billing period.</p> <p><u>Rights of Others:</u> Upon notice from the Cooperative to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.</p> <p><u>Payment of Taxes:</u> Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax fee, or charge levied on the Cooperative's poles solely because of their use by the CATV operator shall be paid by the CATV operator.</p> <p><u>Bond or Depositor Performance:</u> A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of the Cooperative and thereafter the amount thereof shall be increased to increments of One thousand dollars (\$1,000.00), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the Cooperative fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be</p>				
DATE OF ISSUE	December 23, 2002			
	Month	Day	Year	
DATE EFFECTIVE	August 1, 2003			
	Month	Day	Year	
ISSUED BY	President / CEO P.O. Box 489, Brandenburg, KY 40108			
	Name of Officer	Title	Address	
ISSUED BY AUTHORITY OF P.S.C.				
		ORDER NO.	2002-391 dated 12/23/2002	

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR	Entire territory served	
	Community, Town or City	
	P.S.C. No.	29
	Sheet No.	27
X	(Original)	
	(Revised)	
	Canceling	P.S.C. No. 28
	(Original)	Sheet No. 28 & 29
X	(Revised)	

<b>Schedule 7</b>	<b>CLASSIFICATION OF SERVICE</b>		
<b>Cable Television Attachment Tariff</b>	<b>RATE PER UNIT</b>		
<p>terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to the Cooperative for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.</p> <p>B. After the CATV operator has been a customer of the Cooperative and not in default for a period of two years, the Cooperative shall reduce the bond by 40%, or, at the Cooperative's option, require a deposit keeping with 807 KAR 5:006, Section 7.</p> <p><u>Use of Anchors:</u> The Cooperative reserves the right to prohibit the use of any existing anchors by the CATV operator where the strength or conditions of said anchors cannot be readily identified by visual inspection.</p> <p><u>Discontinuance of Service:</u> The Cooperative may refuse or discontinue serving and applicant or customer under the conditions set out in 807 KAR 5:006, Section 11.</p>			
<b>DATE OF ISSUE</b>	<u>December 23, 2002</u>		
	Month	Day	Year
<b>DATE EFFECTIVE</b>	<u>August 1, 2003</u>		
	Month	Day	Year
<b>ISSUED BY</b>	<u>President / CEO P.O. Box 489, Brandenburg, KY 40108</u>		
	Name of Officer	Title	Address
<b>ISSUED BY AUTHORITY OF P.S.C.</b>			
<b>ORDER NO. 2002-391 dated 12/23/2002</b>			

**ATTACHMENT B**

**PROOF OF REVENUE**

Meade County RECC  
Revenue Analysis  
September 30, 2002

Witness: Alan Zumstein

Rate Schedule	Kwh Usage	Test Year Revenue	Percent of Total	Proposed Revenue	Percent of Total	Increase		Recommended Settlement Revenue	Percent of Total	Increase	
						Amount	Percent			Amount	Percent
Residential, Farm and Non-Farm, Sch	276,018,186	\$17,180,378	73%	\$17,861,160	73%	\$680,782	4.0%	\$17,735,268	73%	\$554,890	3.2%
Commercial Rate	24,279,634	1,662,035	7%	1,691,369	7%	29,333	1.8%	\$1,691,369	7%	\$29,333	1.8%
(New) 3-Three Phase Power Service	0	0	0%	4,225,106	17%	138,891	3.4%	\$4,225,106	17%	\$138,891	3.4%
General Service 0-49 KVA	4,908,905	337,934	1%	0	0%	0	0.0%	0	0%	\$0	0.0%
Large General Service	55,651,947	3,748,281	16%	0	0%	0	0.0%	0	0%	\$0	0.0%
Outdoor Lighting Service	8,203,790	706,049	3%	734,016	3%	27,967	4.0%	\$734,016	3%	\$27,967	4.0%
Total from base rates	369,062,462	23,634,677	100%	\$24,511,651	100%	\$876,974	3.7%	\$24,385,759	100%	\$751,082	3.2%
Big Rivers Adjustment Rider		(454,630)									
Total revenue from books		\$23,180,047									
Increase		23179908		\$751,082							
Original Request				\$876,974							
Settlement Recommendation Decrease				\$125,892							



Meade County Rural Electric  
Billing Analysis  
September 30, 2002

Rate 1R

Residential, Farm and Non-Farm, Schools & Churches

Billing Determinants	Actual		Proposed		Recommended Settlement	
	Rate	Revenues	Rates	Revenues	Rates	Revenues
Customer Charge						
	277,445	\$6.00 \$1,664,670	\$9.18	\$2,546,945	\$8.00	\$2,219,560
October 2001 - September 2002						
Energy charge per kWh	276,018,186	\$0.056190 15,509,462	\$0.05546	15,307,969	\$0.05619	15,509,462
Billing adjustments		6,246		6,246		6,246
Total from base rates		<u>\$17,180,378</u>		<u>\$17,861,160</u>		<u>\$17,735,268</u>

Meade County Rural Electric  
Billing Analysis  
September 30, 2002

Rate 2R  
Commercial Rate

Billing Determinants	Billing Determinants	Actual		Proposed		Recommended Settlement	
		Rate	Revenues	Rates	Revenues	Rates	Revenues
Customer Charge	17,996	\$8.00	\$143,968	\$9.63	\$173,301	\$9.63	\$173,301
Energy charge per kWh	24,279,634	\$0.06250	1,517,477	\$0.06250	1,517,477	\$0.06250	1,517,477
Billing adjustments			590		590		590
Total from base rates			1,662,035		\$1,691,369		\$1,691,369

Rate 3R  
General Service 0-49 KVA

Billing Determinants	Billing Determinants	Actual		Proposed		Recommended Settlement	
		Rate	Revenues	Rates	Revenues	Rates	Revenues
Customer Charge	1,666	\$8.00	13,328	\$0.00	\$0	\$0.00	\$0
Demand Charge	10,392	\$2.84	29,512	\$0.00	0	\$0.00	0
*9403 no charge							
Energy charge per kWh	4,908,905	\$0.06009	294,976	\$0.00000	0	\$0.00000	0
Billing adjustments			118				
Total from base rates			337,934		\$0		

Rate 4R  
Large General Service

Billing Determinants	Billing Determinants	Actual		Proposed		Recommended Settlement	
		Rate	Revenues	Rates	Revenues	Rates	Revenues
Customer Charge	2,265	\$0.00	0	\$0.00	\$0	\$0.00	\$0
Demand Charge	211,499	\$2.84	600,658	\$0.00	0	\$0.00	0
June 2000 - May 2001							
Energy charge per kWh	0	\$0.00000	0	\$0.00000	0	\$0.00000	0
1st 100 kWh	20,208,404	\$0.06106	1,233,925	\$0.00000	0	\$0.00000	0
Next 100 kWh	15,588,942	\$0.05560	866,745	\$0.00000	0	\$0.00000	0
Next 100 kWh	10,336,835	\$0.05333	551,263	\$0.00000	0	\$0.00000	0
Over 300 kWh	9,517,766	\$0.05194	494,353	\$0.00000	0	\$0.00000	0
	55,651,947						
Billing adjustments			1,336				
Total from base rates	375,089		3,748,281		\$0		

(New) 3-Three Phase Power Service

Billing Determinants	Billing Determinants	Actual		Proposed		Recommended Settlement	
		Rate	Revenues	Rates	Revenues	Rates	Revenues
Customer Charge	3,931			\$34.70	\$136,406	\$34.70	\$136,406
Demand Charge	231,294			\$8.12	\$1,878,107	\$8.12	\$1,878,107
Energy charge per kWh	60,560,852			\$0.03648	\$2,209,139	\$0.03648	\$2,209,139
Billing adjustments					\$1,454		\$1,454
Total from base rates					\$4,225,106		\$4,225,106

Meade County Rural Electric  
Billing Analysis  
September 30, 2002

Outdoor Lighting Service

Billing Determinants	Billing Determinants	Actual		Proposed		Recommended Settlement	
		Rate	Revenues	Rates	Revenues	Rates	Revenues
175 W MV Unmetered - Pole Rent	26,790	\$6.72	\$180,029	\$6.99	\$187,262	\$6.99	\$187,262
175 W MV Unmetered	60,152	\$6.47	389,183	\$6.73	404,823	\$6.73	\$404,823
400W MV Unmetered	2,420	\$9.20	22,264	\$9.56	23,135	\$9.56	\$23,135
400W MVFL - Unmetered	2,066	\$9.20	19,007	\$9.56	19,751	\$9.56	\$19,751
175W MV Unit	4,233	\$5.68	24,043	\$5.91	25,017	\$5.91	\$25,017
400W Unit	3,991	\$8.47	33,804	\$8.81	35,161	\$8.81	\$35,161
175W MV Metered - Pole Rental	339	\$3.38	1,146	\$3.51	1,190	\$3.51	\$1,190
400W MV - Unmetered, Pole Rent	2,270	\$9.45	21,452	\$9.82	22,291	\$9.82	\$22,291
400W MVFL - Unmetered, Pole Rent	840	\$9.45	7,938	\$9.82	8,249	\$9.82	\$8,249
175W MV Metered	640	\$3.13	2,003	\$3.25	2,080	\$3.25	\$2,080
400W MV, Metered - Pole Rental	291	\$3.38	984	\$3.51	1,021	\$3.51	\$1,021
400W MVFL, Metered - Pole Rent	444	\$3.38	1,501	\$3.51	1,558	\$3.51	\$1,558
400W MV Flood Light	90	\$8.47	762	\$8.81	793	\$8.81	\$793
400w MV Metered	345	\$3.13	1,080	\$3.25	1,121	\$3.25	\$1,121
400W MVFL - Metered	192	\$3.13	601	\$3.25	624	\$3.25	\$624
kVh	8,203,790						
Billing adjustments			252		(61)		(61)
Total from base rates			706,049		\$734,016		\$734,016

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

APR 24 2003

In the matter of adjustment of rates of Meade ) Case No.  
County Rural Electric Cooperative Corporation ) 2002-00391

PUBLIC SERVICE  
COMMISSION

**REVISED JOINT SETTLEMENT RECOMMENDATION**

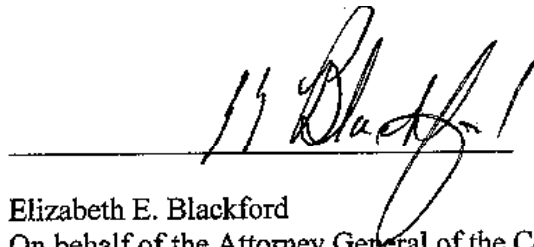
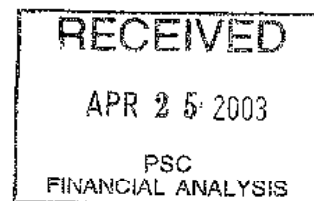
The tariffs submitted with the agreement in Case No. 2002-00391 are amended to change the effective date to July 1, 2003 so that the bills rendered after August 1, 2003, will be at the new revised rate in accord with Item 1 of page 2, of the agreement reached between the parties which provides that the rate shall be effective for bills rendered after August 1, 2003.

Further Sheet No. 1, setting forth Schedule 1 for Residential, Farm and Non-Farm, Schools and Churches is amended to state that the Minimum Monthly bill will not be less than \$8.00 per month in accord with the parties agreement that the Monthly Customer charge shall be \$8.00.

Agreed, this 22<sup>nd</sup> day of April, 2003.



Burns E. Mercer  
On behalf of Meade County Rural Electric Cooperative Corporation



Elizabeth E. Blackford  
On behalf of the Attorney General of the Commonwealth of Kentucky

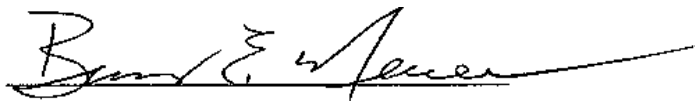
**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the matter of adjustment of rates of Meade	)	Case No.
County Rural Electric Cooperative Corporation	)	2002-00391

**REVISED JOINT SETTLEMENT RECOMMENDATION**

The agreement in Case No. 2002-00391 is amended to change the date effective on the enclosed revised tariff sheets to July 1, 2003. Also, we acknowledge that Item 1, page 2, of the original agreement is correct, in that, bills rendered after August 1, 2003, will be at the new revised rate.

Agreed, this 22<sup>nd</sup> day of April, 2003.



Burns E. Mercer  
On behalf of Meade County Rural Electric Cooperative Corporation

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Elizabeth E. Blackford  
On behalf of the Attorney General of the Commonwealth of Kentucky

# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 34

(Original) Sheet No. 1

(Revised)

Canceled P.S.C. No. 33

(Original) Sheet No. 1

(Revised)

Schedule 1 CLASSIFICATION OF SERVICE	
Residential, Farm and Non-Farm, Schools & Churches	RATE PER UNIT
<p><u>Applicable:</u> Entire Territory Served.</p> <p><u>Availability of Service:</u> Available to customers of the Cooperative located on its lines for service including lighting, incidental appliances, refrigeration, cooking, home heating and power for motors up to and including seven and one-half horsepower (7 1/2 H.P.); All subject to the rules and regulations of the Cooperative covering this service.</p> <p><u>Character of Service:</u> Single phase, 60 hertz, at Seller's standard voltages.</p> <p><u>Rates: Monthly</u> Customer charge - No KWH usage I \$8.00 Energy charge per KWH .05619/KWH</p> <p>State, Federal and local tax will be added to above rate where applicable.</p> <p><u>Minimum Monthly Charge:</u> In no case shall the monthly minimum bill be less than \$8.00 per month. I</p> <p><u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charge.</p> <p><u>Environmental Surcharge:</u> See Schedule 11 for applicable charge.</p> <p><u>Wholesale Power Cost Adjustment</u> See Schedule 14 for applicable charge.</p> <p><u>Terms of Payment:</u> The above rates are net, the gross rates being ten percent (10%) higher. In the event the current monthly bill is not paid within ten (10) days from the due date, the gross rates shall apply.</p>	

DATE OF ISSUE December 23, 2002

Month

Day

Year

DATE EFFECTIVE July 1, 2003

Month

Day

Year

ISSUED BY

President/CEO

P. O. Box 489, Brandenburg, KY 40108

Name of Officer

Title

Address

ISSUED BY AUTHORITY OF P.S.C.

Order No. 2002-391 dated 12/23/2002

**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 4

(Original)  
(Revised)

Canceling P.S.C. No. 28

Sheet No. 4

(Original)  
(Revised)

Schedule 1 - continued		CLASSIFICATION OF SERVICE	RATE PER UNIT
Residential, Farm and Non-Farm, Schools & Churches			
Addendum - Underground Service			
The Cooperative will install underground distribution lines to an applicant under the following conditions:			
1. Applicant shall be required to pay to the Cooperative an amount equal to an "estimated average cost differential" if any, between the average or representative cost of underground distribution service and of equivalent overhead distribution service within the utility service areas.			
2. The Cooperative will construct underground distribution facilities to the service adequate to render single phase 120/240 volt service.			
3. Three-phase primary mains or feeders required for a service to supply local distribution or to serve individual three-phase loads may be overhead unless underground is required by governmental authorities or chosen by applicant, in either of which case the differential cost of underground shall be borne by the applicant. See Exhibit A.			
4. Applicant shall grant a right-of-way satisfactory to the Cooperative for the installation, operation and maintenance of its underground facilities.			
5. Service line to house shall be installed and ready for inspection at the same time as the residence. Trench is to be left open until inspection has been made.			
6. The applicant shall have the choice of performing all necessary trenching and backfilling in accordance with the Cooperative's specifications or shall pay for such service using the following rates:			
		<u>Secondary Ditch</u>	<u>Primary Ditch</u>
Opening and closing ditch	Proposed	\$4.80 per foot	\$6.60 per foot
An additional moving fee of \$360.00 shall be charged.		N	

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**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

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(Original) Sheet No. 5

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Schedule 1 - continued		CLASSIFICATION OF SERVICE	RATE PER UNIT
Residential, Farm and Non-Farm, Schools & Churches			
7. The estimated cost differential <u>per foot</u> of conductor is for normal soil conditions and does not include rock removal or road crossing costs. The applicant shall have the choice of performing the necessary rock removal and road crossing or shall pay for such services using the following rates:			
	<u>Rock Removal</u>	<u>Road Crossing</u>	
Three phase primary	\$173.00 per foot	\$48.00 per foot	I
Single phase primary	\$173.00 per foot	\$46.50 per foot	I
Service or secondary	\$108.00 per foot	\$46.50 per foot	I
An additional moving fee of \$360.00 shall be charged.		N	
8. The estimated cost differential per foot of conductor is filed herewith as Exhibit "A".			

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**MEADE COUNTY RURAL ELECTRIC  
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Canceling P.S.C. No. 28

(Original) Sheet No. 6

(Revised)

Schedule 1 - continued		CLASSIFICATION OF SERVICE		RATE PER UNIT
Residential, Farm and Non-Farm, Schools & Churches				
EXHIBIT A				
AVERAGE UNDERGROUND COST DIFFERENTIAL				
	Three Phase	Single Phase		
Average cost per foot of underground service	\$23.53	\$14.71		I
Average cost per foot of overhead service	<u>\$ 7.51</u>	<u>\$ 4.30</u>		I
Average cost differential per foot of service	<u>\$16.02</u>	<u>\$10.41</u>		I
Note: Above estimated cost for underground does not include the cost of trenching, backfilling, rock removal or road crossing costs.				

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**MEADE COUNTY RURAL ELECTRIC  
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P.S.C. No. 34

(Original) Sheet No. 7

(Revised)

Canceling P.S.C. No. 33

(Original) Sheet No. 7

(Revised)

Schedule 2 CLASSIFICATION OF SERVICE	
Commercial Rate	RATE PER UNIT
<u>Applicable:</u> Entire Territory Served.	
<u>Availability of Service:</u> Available to commercial customers of the Cooperative located on its lines for service including lighting, incidental appliances, refrigeration, cooking, heating and power for motors up to and including seven and one-half horsepower (7 1/2 H.P.). Written permission must be obtained from the Cooperative for motors rated above seven and one-half horsepower (7 1/2 H.P.); all subject to the rules and regulations of the Cooperative covering this service.	
<u>Character of Service:</u> Single phase, 60 hertz, at Seller's standard voltages.	
<u>Rates: Monthly</u> Customer charge - No KWH usage	\$9.63
Energy charge per KWH	0.06250
State, Federal and local tax will be added to above rate where applicable.	
<u>Minimum Monthly Charge:</u> In no case shall the monthly minimum bill be less than \$9.63 per month.	
<u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charge.	
<u>Environmental Surcharge:</u> See Schedule 11 for applicable charge.	
<u>Wholesale Power Cost Adjustment</u> See Schedule 14 for applicable charge.	
<u>Terms of Payment:</u> The above rates are net, the gross rates being ten percent (10%) higher. In the event the current monthly bill is not paid within ten (10) days from the due date, the gross rates shall apply.	

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**MEADE COUNTY RURAL ELECTRIC  
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FOR Entire Territory served

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Schedule 3		CLASSIFICATION OF SERVICE	
Three Phase Power Service, 0 KVA - 999 KVA			RATE PER UNIT
<u>Applicable:</u> Entire Territory Served.			
<u>Availability of Service:</u> Available to consumers located on or near Seller's three-phase lines for all types of usage, subject to the established rules and regulations of Seller.			
<u>Type of Service:</u> Three-phase, 60 hertz, at Seller's standard voltages.			
<u>Rates: Monthly</u>			
Customer charge - No Kwh usage	I		\$34.70
Energy charge - per Kwh	R		\$0.03648
Demand charge - per KW of billing demand per month	I		\$8.12/KW
State, Federal and local tax will be added to above rate where applicable.			
<u>Determination of Billing Demand:</u> The billing demand shall be the maximum kilowatt demand established by the consumer for any period (fifteen consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:			
<u>Power Factor Adjustment:</u> The consumer shall at all times take and use power in such manner that its average power factor shall be as near one hundred percent (100%) as is consistent with good engineering practice, but in no case shall the power factor be lower than ninety percent (90%) lagging. The Distributor reserves the right to measure the power factor at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than ninety percent (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety percent (90%) and divided by the percent			

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**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire Territory served

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P.S.C. No. 1

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Canceling P.S.C. No.

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**Schedule 3 - continued**

**CLASSIFICATION OF SERVICE**

**Three Phase Power Service, 0 KVA - 999 KVA**

**RATE PER  
UNIT**

power factor. When the power factor is found to be lower than ninety percent (90%), the consumer will be required to correct its power factor to ninety percent (90%) at the consumer's expense. The demand shall be defined as ninety percent (90%) of the highest average kilovolt-amperes measured during any fifteen consecutive-minute period of the month.

Fuel Cost Adjustment:

See Schedule 10 for applicable charge.

Environmental Surcharge:

See Schedule 11 for applicable charge.

Wholesale Power Cost Adjustment

See Schedule 14 for applicable charge.

Minimum Monthly Charges:

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The monthly charge specified in this schedule.
2. The minimum monthly charge specified in the contract for service .

Minimum Annual Charge for Seasonal Services:

Consumers requiring service only during certain seasons not exceeding nine months per year may guarantee a minimum annual payment of twelve times the minimum monthly charge determined in accordance with the foregoing section in which case there shall be no minimum monthly charge.

Due Date of Bill:

Payment of consumers monthly bill will be due within ten (10) days from due date of bill.

Delayed Payment Charge:

The above rates are net, the gross rates being five percent (5%) higher on the first \$25.00 and two percent (2%) on the remainder of the bill. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.

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Schedule 3 - continued		CLASSIFICATION OF SERVICE	RATE PER UNIT
Three Phase Power Service, 0 KVA - 999 KVA			
<u>Metering:</u> Necessary metering equipment will be furnished and maintained by the Cooperative, which shall have the option of metering service supplied hereunder at either primary or secondary voltage.			
<u>Special Rules and Conditions:</u> 1. Motors having a rated capacity in excess of seven and one-half horsepower (7 1/2 H.P.) must be three-phase unless written permission has been obtained from the Seller.  2. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer.  3. Service hereunder will be furnished at one location. If the consumer desires to purchase energy from the Cooperative at two or more locations, each such location shall be metered and billed separately from the other under the above rates.  4. When lighting is installed under the above rate, the lighting load shall not exceed ten percent (10%) of the maximum power load. All equipment necessary to provide lighting shall be installed, owned and maintained by the consumer.  5. All motors in excess of ten horsepower (10 H.P.) rating shall have reduced voltage starters.			

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**MEADE COUNTY RURAL ELECTRIC  
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P.S.C. No. 34

Sheet No. 15

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Canceling P.S.C. No. 33

Sheet No. 15

(Original)

(Revised)

**Schedule 5**

**CLASSIFICATION OF SERVICE**

**Outdoor Lighting Service - Individual Consumers**

**RATE PER  
UNIT**

Applicable:

Entire Territory Served.

Availability of Service:

Available to consumers who abide by the rules, regulations and bylaws of the Cooperative and will sign a contract agreement for service in accordance with the special terms and conditions set forth herein.

Character of Service:

This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots, and other outdoor areas. Cooperative will provide, own, and maintain the lighting equipment, as hereinafter described and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year. Units installed shall be security light type or units as specified herein.

Rates:

175 Watt unmetered, per month

\$ 6.73 I

175 Watt metered, per month

3.25 I

400 Watt unmetered, per month

\$9.56 I

400 Watt metered, per month

3.25 I

State, Federal and local tax will be added to above rate where applicable.

Terms of Payment:

Accounts not paid when due may incur a delinquent charge for collection, and a disconnect and reconnect fee.

Fuel Cost Adjustment:

See Schedule 10 for applicable charges.

Environment Surcharge:

See Schedule 11 for applicable charges.

Wholesale Power Cost Adjustment

See Schedule 14 for applicable charges.

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# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

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(Original) Sheet No. 18

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(Original) Sheet No. 18

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## **Schedule 6**

## **CLASSIFICATION OF SERVICE**

**Street Lighting - Community, Municipalities, Towns**

**RATE PER  
UNIT**

Applicable:

Entire Territory Served.

Availability of Service:

To any customer who can be served in accordance with the special terms and conditions set forth herein and who is willing to contract for service in accordance with such special terms and conditions; subject to the established rules, regulations and by-laws of the Cooperative.

Character of Service:

This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots, and other outdoor areas. Cooperative will provide, own, and maintain the lighting equipment; as hereinafter described and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year. Units installed shall be security light type or units as specified herein. Service to alternating current either series or multiple system, or in combination at option of Distributor.

Rates:

175 Watt, per month | \$5.91

400 Watt, per month | \$8.81

State, Federal and local tax will be added to above rate where applicable.

Terms of Payment:

Accounts not paid when due may incur a delinquent charge for collection, and a disconnect and reconnect fee.

Fuel Cost Adjustment:

See Schedule 10 for applicable charges.

Environment Surcharge:

See Schedule 11 for applicable charges.

Wholesale Power Cost Adjustment

See Schedule 14 for applicable charges.

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# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

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P.S.C. No. 29

(Original) Sheet No. 21

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Canceling P.S.C. No. 28

(Original) Sheet No. 21

(Revised)

Schedule 7

## **CLASSIFICATION OF SERVICE**

**RATE PER  
UNIT**

### **Cable Television Attachment Tariff**

#### **Applicable:**

In all territory served by the company on poles owned and used by the company for their electric plant.

#### **Availability of Service:**

To all qualified CATV operators having the right to receive service.

#### **Rental Charge:**

The yearly rental charges shall be as follows:

Two-party pole attachment	I	\$4.82
Three-party pole attachment	I	\$4.32
Two-party anchor attachment	R	\$4.59
Three-party anchor attachment	R	\$3.03
Grounding attachment	N	\$0.25
Pedestal attachment	N	\$0.15

#### **Billing:**

Rental charges shall be billed yearly, in advance, based on the number of pole attachments. The rental charges are net, the gross being ten percent (10%) higher. In the event the current bill is not paid within thirty (30) days from the date of the bill, the gross rate shall apply.

Note: Discount or penalty must apply to all electric consumers, but shall apply to advance billing only if given at least thirty (30) days before the late penalty takes effect.

#### **Specifications:**

- A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code 2002 Edition, and subsequent revisions thereof, except where the lawful

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Schedule 7 - continued

**CLASSIFICATION OF SERVICE**

Cable Television Attachment Tariff

RATE PER  
UNIT

Requirements of public authorities may be more stringent, in which case the latter will govern.

B. The strength of poles covered by the agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

Establishing Pole Use:

A. Before the CATV operator shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install.

The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operator to the Cooperative that the cost estimate is approved, the Cooperative shall proceed with necessary changes in pole lines covered by cost estimate. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance With the terms of the application of this tariff. The CATV operator shall, at his own expense, make attachments in such manner as not to interfere with the service of the Cooperative.

B. Upon completion of all changes, the CATV operator shall pay to the Cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operator in a form mutually agreed upon.

C. Any clearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.

D. All poles to which attachments have been made under this tariff shall remain the Property of the Cooperative, and any payments made by the CATV operator for changes in pole Line under this tariff shall not entitle the CATV operator to the ownership of any said poles.

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Schedule 7 – continued	CLASSIFICATION OF SERVICE	RATE PER UNIT
Cable Television Attachment Tariff		
<p>E. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.</p> <p><u>Easements and Rights-of-Way:</u></p> <p>The Cooperative does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and Rights-of-way.</p> <p><u>Maintenance of Poles, Attachments and Operation:</u></p> <p>A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.</p> <p>B. Whenever it is necessary to replace or relocate an attachment, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operator shall pay the Cooperative the cost thereof.</p> <p>C. Any existing attachment of CATV which does not conform to the specifications as set Out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, because of the importance of its service, reserves the right to inspect each new Installation of the CATV operator on its poles and in the vicinity of its lines or appurtenance. Such Inspection, made or not, shall not operate to relieve the CATV operator of any responsibility, Obligation or liability assumed under the tariff.</p> <p>D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. The Cooperative shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of the cables,</p>		

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Schedule 7 – continued

**CLASSIFICATION OF SERVICE**

Cable Television Attachment Tariff

RATE PER  
UNIT

wires and appliances of the CATV operator arising in any manner out of the use of the Cooperative's poles hereunder.

The Cooperative shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and except for removal for nonpayment or for failure to post or maintain the required "Performance Bond," agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of the Cooperative.

Inspections:

A. Periodic Inspections: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due, had the installation been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any "make-ready" inspection or "walk-through" inspection required of the Cooperative will be paid for by the CATV operator at a rate equal to the Cooperative's actual expenses, plus appropriate overhead charges.

Insurance or Bond:

A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by the Cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.

B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

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Schedule 7 – continued	CLASSIFICATION OF SERVICE	
Cable Television Attachment Tariff		RATE PER UNIT
<p>1. Protection for its employees to the extent required by Workmen's Compensation Law of Kentucky</p> <p>2. Public Liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident of property damage.</p> <p>Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the Cooperative a certificate for such coverage, evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:</p> <p>"The insurance or bond provided herein shall also be for the benefit of Meade County Rural Electric Cooperative Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Meade County Rural Electric Cooperative Corporation."</p> <p><u>Change of Use Provision:</u></p> <p>When the Cooperative subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operations, the CATV operator shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the Cooperative's time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments.</p>		

DATE OF ISSUE December 23, 2002

DATE EFFECTIVE July 1, 2003

ISSUED BY President / CEO P.O. Box 489, Brandenburg, KY 40108

ISSUED BY AUTHORITY OF P.S.C.

ORDER NO. 2002-391 dated 12/23/2002

# **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

FOR	Entire territory served	
	Community, Town or City	
	P.S.C. No.	29
	Sheet No.	26
X	(Original)	
	(Revised)	
	Canceling	P.S.C. No. 28
	(Original)	Sheet No. 27 & 28
X	(Revised)	

## **Schedule 7**

## **CLASSIFICATION OF SERVICE**

**RATE PER  
UNIT**

### **Cable Television Attachment Tariff Abandonment:**

A. If the Cooperative desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative's depreciated cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to the Cooperative and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to the Cooperative the full rental for said pole for the then current billing period.

### **Rights of Others:**

Upon notice from the Cooperative to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

### **Payment of Taxes:**

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax fee, or charge levied on the Cooperative's poles solely because of their use by the CATV operator shall be paid by the CATV operator.

### **Bond or Depositor Performance:**

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of the Cooperative and thereafter the amount thereof shall be increased to increments of One thousand dollars (\$1,000.00), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the Cooperative fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be

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	Name of Officer	Title	Address
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**MEADE COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

FOR Entire territory served

Community, Town or City

P.S.C. No. 29

Sheet No. 27

X (Original)  
(Revised)

Canceling P.S.C. No. 28

(Original) Sheet No. 28 & 29

X (Revised)

**Schedule 7**

**CLASSIFICATION OF SERVICE**

**RATE PER  
UNIT**

**Cable Television Attachment Tariff**

terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to the Cooperative for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After the CATV operator has been a customer of the Cooperative and not in default for a period of two years, the Cooperative shall reduce the bond by 40%, or, at the Cooperative's option, require a deposit keeping with 807 KAR 5:006, Section 7.

**Use of Anchors:**

The Cooperative reserves the right to prohibit the use of any existing anchors by the CATV operator where the strength or conditions of said anchors cannot be readily identified by visual inspection.

**Discontinuance of Service:**

The Cooperative may refuse or discontinue serving and applicant or customer under the conditions set out in 807 KAR 5:006, Section 11.

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